<u>Remarks</u>

Applicant respectfully requests reconsideration of the present application in light of the foregoing amendments and following remarks.

Claims 17-21, 23, 26, 28, 32, 44-46, 54, 60-62, 68-70, 73, 75, 77, and 78 remain pending. Claims 1-16, 22, 24, 25, 27, 29-31, 33-43, 47-53, 55-59, 63-67, 71, 72, 74, and 76 are cancelled. Claims 17 and 44 are independent.

Claims 17-21, 23, 26, 28, 32, 44-46, 54, 60-62, 68-70, 73, 75, 77, and 78 are amended. No new matter is added.

Claims 17-21, 23, 26, 28, 32, 44-46, 54, 60-62, 68-70, 73, 75, 77, and 78 are rejected. These rejections are respectfully traversed.

Request for Examiner Interview if Any Issues Remain

If any issues remain after entry of the present Amendment, or if the Examiner has any questions pertaining to the claim amendments presented herein, Applicant formally requests that the Examiner contact the undersigned attorney *prior to issuing the next Office Action* to arrange a telephonic interview pursuant to MPEP § 713.01.

Lengthy Prosecution

Applicant notes that the present Action is the seventh Action on the merits in this case, not counting two Advisory Actions. In light of USPTO Director Kappos's objective that patent prosecution be *efficient and compact*, it is hoped that the clarifying amendments and detailed explanation provided herein can be used to help bring prosecution of the present application to an expeditious end.

Claims 17, 44, 77, and 78 are Patentable over Becka under 35 U.S.C. § 102

The Office Action ("Action") rejects claims 17, 44, 77, and 78 under 35 U.S.C. § 102(a) as being anticipated by U.S. Patent Publication No. 2003/0074090 of Becka et al. ("Becka"). Applicant respectfully traverses these rejections.

In order for a single prior art reference to anticipate a claim, the reference must teach each and every element recited in the claim (*see* M.P.E.P. § 2131). Applicant respectfully

submits that Becka does not teach each and every element of any of claims 17, 44, 77, and 78 for at least the reasons set forth below.

Independent claim 17 as amended is directed to a computer-implemented method for using a contract object to coordinate relationships between multiple objects, and recites the following features:

> selecting a file;
> selecting a collection;
> determining a relationship between the file and the collection;
> creating a contract object to represent the relationship between the file and the collection, the contract object comprising a contract object identifier, a locator for the file, metadata for the file, and a locator for the collection;
> storing within a transaction log a first entry and a second entry, the first entry representing creation of the contract object and the second entry representing a user request for the creation;
> determining a first event that can occur to at least the file;
> associating a first rule with the contract object, the first rule including the first event and a first action;
> receiving the first event occurring to the file;
> accessing the first rule associated with the contract object; and
> updating at least one of the contract object, the file, and the collection according to the first action responsive to the first event,
> wherein the contract object is created and used without participation by a user, the file, or the collection.

Becka does not teach at least "selecting a file" and "selecting a collection," as recited in independent claim 17. For example, paragraph [0028] of Becka, which is noted by the Action, simply states that "contracts represent agreements between entities within an organization" and that "[t]ypically, this agreement is for a first entity to deliver some product and/or service to a second entity within some time frame." Neither the cited paragraph nor any other section of Becka teaches anything pertaining to *selecting a file* or *selecting a collection*. Further, the Action confirms at page 2 that "Becka identifies the entity that delivers the product and/or service is referred to as the 'provider' of a contract" and that "[t]he entity that is to receive the product and/or service is referred to as the 'customer' of a contract." Consequently, because Becka is concerned with *providers* and *customers* and not *files* and *collections*, Becka does not teach at least the recited "selecting a file" and "selecting a collection."

Furthermore, Becka does not teach at least "determining a relationship between the file and the collection," as recited in independent claim 17. Applicant again notes that paragraph

[0028] of Becka simply states that "contracts represent agreements between entities within an organization." Indeed, the Action states at page 2 that "Becka discloses contracts represent *agreements between entities within an organization*" (emphasis added) and, therefore, Becka does not teach relationships between files and collections. It follows that Becka does not teach the recited "determining a relationship between the first object and the second object."

Additionally, because Becka does not teach the recited "selecting a file," "selecting a collection," and "determining a relationship between the file and the collection," Becka also fails to teach "creating a contract object to represent the relationship between the file and the collection," as recited in independent claim 17. The Action itself confirms these assertions by stating at pages 2-3 that "Becka discloses contracts represent agreements between entities within an organization" and that a typical "agreement is for a first entity to *deliver some product and/or service to a second entity*" within some time frame" (emphasis added). In contrast, the recited features are directed to a relationship between the file and the collection and also to the creation of a contract object to represent the relationship. Because Becka does not teach the recited creating of the contract object, Becka also fails to teach "the contract object comprising a contract object identifier, a locator for the file, metadata for the file, and a locator for the collection."

Furthermore, Becka does not teach at least "wherein the contract object is created and used without participation by a user, the file, or the collection," as recited in independent claim 17. The Action states at page 5 that "Becka discloses automation tools are based on the concept of rules" "[t]hat give individuals a mechanism to specify actions that can be automatically executed based on the occurrence of specified events." However, because nothing in Becka teaches the *creation of contract objects*, Becka does not teach anything pertaining to the creation of a contract object "wherein the contract object is created and used without participation by a user, the file, or the collection."

Additionally, because Becka does not teach any of the recited contract object, file, and collection, Becka does not teach at least "updating at least one of the contract object, the file, and the collection according to the first action responsive to the first event," as recited in independent claim 17. While the Action directs attention to paragraph [0067] of Becka, Applicant notes that the cited paragraph simply states that "an update action is provided that is designed to *change the Workflow State attribute of the Task object* to a value of 'review'" and that "a second update

action is provided that is designed to *change the State attribute of the Task object* to a value of 'Active'" (emphasis added). In other words, the cited paragraph merely describes two specific update actions that each affects *a particular attribute of a Task object.* Neither the cited paragraph nor any other section of Becka teaches *updating a contract object, a file, or a collection*, let alone the recited "updating at least one of the contract object, the file, and the collection according to the first action responsive to the first event."

In addition, Becka does not teach at least "storing within a transaction log a first entry and a second entry, the first entry representing creation of the contract object and the second entry representing a user request for the creation," as recited in independent claim 17. Becka does not disclose any type of transaction log, let alone the recited first entry and second entry that are stored within the recited transaction log.

Because Becka does not teach each and every element recited in independent claim 17, the 35 U.S.C. § 102(a) rejections of independent claim 17 and its dependent claim 77 should be withdrawn and such action is respectfully requested.

Independent claim 44 recites features that are substantially similar to the features recited in independent claim 17. Therefore, independent claim 44 and its dependent claim 78 should be allowed for at least the same reasons that pertain to independent claim 17.

Claims 18, 20, 26, 45, 60, 61, and 68-70 are Patentable over Becka and Gorur under 35 U.S.C. § 103

The Action rejects claims 18, 20, 26, 45, 60, 61, and 68-70 under 35 U.S.C. § 103(a) as being unpatentable over Becka in view of U.S. Patent Publication No. 2003/0065546 of Gorur et al. ("Gorur"). Applicant respectfully traverses these rejections.

Dependent claims 18, 20, 26, 60, and 61 depend directly or indirectly from independent claim 17 and are allowable for at least the reasons presented above with respect to the parent claim 17. Dependent claims 18, 20, 26, 60, and 61 are also independently patentable.

Dependent claims 45 and 68-70 depend directly or indirectly from independent claim 44 and are allowable for at least the reasons presented above with respect to the parent claim 44. Dependent claims 45 and 68-70 are also independently patentable.

Furthermore, Gorur fails to cure the deficiencies of Becka.

Accordingly, the 35 U.S.C. § 103(a) rejections of dependent claims 18, 20, 26, 45, 60, 61, and 68-70 should be withdrawn and such action is respectfully requested.

***Claims 19, 21-24, 27-30, 46, 48, 49, and 76 are Patentable over Becka, Gorur, and Yin
under 35 U.S.C. § 103***

The Action rejects claims 19, 21-24, 27-30, 46, 48, 49, and 76 under 35 U.S.C. § 103(a) as being unpatentable over Becka in view of Gorur and U.S. Patent Publication No. 2002/0091539 of Yin et al. ("Yin"). Applicant respectfully traverses these rejections.

Without conceding the merits of the rejections of claims 22, 24, 27, 29, 30, 48, 49, and 76, and for the sole purpose of expediting prosecution of the remaining claims, claims 22, 24, 27, 29, 30, 48, 49, and 76 are cancelled. Accordingly, the 35 U.S.C. § 103(a) rejections thereof are rendered moot.

Dependent claims 19, 21, 23, and 28 depend directly or indirectly from independent claim 17 and are allowable for at least the reasons presented above with respect to the parent claim 17. Dependent claims 19, 21, 23, and 28 are also independently patentable.

Dependent claim 46 depends from independent claim 44 and is allowable for at least the reasons presented above with respect to the parent claim 44. Dependent claim 46 is also independently patentable.

Furthermore, Gorur and Yin fail to cure the deficiencies of Becka. For example, as discussed in the Amendment filed on December 16, 2008, *Yin's locators and identifiers,* such as ProviderAccountId, ConsumerAccountId, and ContractId, *are not stored in the contract object or the first/second objects (i.e., trading partners) as established in the claims*; rather, Yin's locators and identifiers are stored in the database 370 in the hub component 106 of system 300 (*see* Yin, Page 8, [0091], [0138], and FIG. 3]). *Yin's hub is a central information processing system to manage orders and contracts among trading partners, rather than a contract object or the first/second objects* (*see* Yin, Page 5, [0079], and FIG. 1).

Accordingly, the 35 U.S.C. § 103(a) rejections of dependent claims 19, 21, 23, 28, and 46 should be withdrawn and such action is respectfully requested.

Claims 32 and 72-75 are Patentable over Becka and Baker under 35 U.S.C. § 103

The Action rejects claims 32 and 72-75 under 35 U.S.C. § 103(a) as being unpatentable over Becka in view of U.S. Patent No. 5,381,545 to Baker et al. ("Baker"). Applicant respectfully traverses these rejections.

Without conceding the merits of the rejections of claims 72 and 74, and for the sole purpose of expediting prosecution of the remaining claims, claims 72 and 74 are cancelled. Accordingly, the 35 U.S.C. § 103(a) rejections thereof are rendered moot.

Dependent claims 32 and 73 depend directly or indirectly from independent claim 17 and are allowable for at least the reasons presented above with respect to the parent claim 17. Dependent claims 32 and 73 are also independently patentable.

Dependent claim 75 depends from independent claim 44 and is allowable for at least the reasons presented above with respect to the parent claim 44. Dependent claim 75 is also independently patentable.

Furthermore, Baker fails to cure the deficiencies of Becka.

Accordingly, the 35 U.S.C. § 103(a) rejections of dependent claims 32, 73, and 75 should be withdrawn and such action is respectfully requested.

Claims 54 and 62 are Patentable over Gorur, Yin, Becka, and Kulkarni
under 35 U.S.C. § 103

The Action rejects claims 54 and 62 under 35 U.S.C. § 103(a) as being unpatentable over Gorur in view of Yin, Becka, and "A New Approach to Flexibility in System Software" by Dinesh Chandrakant Kulkarni ("Kulkarni"). Applicant respectfully traverses these rejections.

Dependent claims 54 and 62 depend from independent claims 17 and 44, respectively, and are each allowable for at least the reasons presented above with respect to the corresponding parent claim. Dependent claims 54 and 62 are also independently patentable.

Accordingly, the 35 U.S.C. § 103(a) rejections of dependent claims 54 and 62 should be withdrawn and such action is respectfully requested.
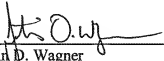
Conclusion

Applicant submits that the present application is in condition for allowance and such action is respectfully requested.

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Respectfully submitted,

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